THE AGRICULTURISTS' LOANS ACT, 1884 (XII OF 1884).

G. N., F. D., No. 2678, dated 13th September 1916 (B. G., Pt. I, p. 2116).

S. 4 Agriculturists' Loans Rules, 1916.

Amended by G. N., F. D., No. 1032, dated 3rd April 1917.

Amended by G. N., F. D., No. K-17-A, dated 17th November 1920.

Amended by G. N., F. D., No. 258-A, dated 13th April 1921.

Amended by G. N., F. D., No. P-292, dated 26th June 1922.

Amended by G. N., F. D., No. 83, dated 3rd October 1922.

Amended by G. N., F. D., No. 83-E, dated 20th December 1924.

Amended by G. N., F. D., No. 83-F, dated 10th June 1927.

Amended by G. N., F. D., No. 2164/28 (a), dated 7th May 1929.

Amended by G. N., F. D., No. P-32 (a), dated 2nd June 1931.

Amended by G. N., F. D., No. 9324/28 (a), dated 6th March 1935.

Amended by G. N., F. D., No. 9324/28 (a), dated 20th April 1938.

Amended by G. N., F. D., No. 4544/39, dated 30th November 1940.

Amended by G. N., F. D., No. 4763/45 (2), dated 4th May 1950.

Amended by Erratum, R. D., No. 4763/45 (2), dated 22nd July 1950.

In exercise of the powers conferred by section 4 of the Agriculturists Loans Act, 1884 (XII of 1884), and in supersession of Government Notification in the Revenue Department, No. 678, dated the 27th January 1886, as subsequently amended, the Governor in Council is pleased to make the following rules regarding the making of loans under the said Act, namely:—

1. (1) These rules may be called the Agriculturists' Loans Rules, 1916.

(2) In these rules "the Act" means the Agriculturists' Loans Act, 1884.

2. The powers of granting loans under these rules may be exercised by the following officers in the areas specified below:—

(*a*) in the Akrani Mahal, the Divisional Forest Officer shall exercise the powers of a Collector, and the Range Forest Officer those of a Mahalkari ;

(*b*) in Chopda, Raver and Yaval Talukas of the East Khandesh District and in the North Khandesh and West Khandesh Divisions of the West Khandesh District, for Forest Settlements, the Divisional Forest Officer shall exercise the powers of an Assistant or Deputy Collector in charge of a taluka ;

(*bb*) in the North Khandesh and West Khandesh Divisions of the West Khandesh District, for Forest Settlements, the range forest officers of Shirpur East, Shirpur West, Shahada and Taloda and Sakri and Nawapur shall in their respective ranges exercise the powers of a Mahalkari ;

(*c*) in any area in which the Collector considers famine to be prevalent every officer in receipt of a salary of not less than Rs. 60 per mensem whom the Collector shall appoint in this behalf shall, with reference to the area for which he is so appointed, be deemed to be an Assistant or Deputy Collector in charge of a taluka.

3. Government may, by general or special order, appoint any person to perform, for the purposes of these rules, the duties of a Collector, an Assistant or Deputy Collector in charge of a taluka, a Mamlatdar or Mahalkari.

4. Loans may be granted to holders of arable land for the following objects :—

(*a*) purchase of seed, seedlings, fodder, cattle, agricultural stock, agricultural implements, including mots (well-buckets), ropes, jumping bars, manure and hire of cattle or agricultural implements ;

(*b*) rebuilding houses destroyed by fire or flood or any other calamity ;

(*c*) maintenance of the cultivators while engaged in sowing and tilling their lands prior to the next crop ;

(*d*) any other purpose not specified in the Land Improvement Loans Act, 1883, connected with agricultural objects.

5. (1) Applications may be presented to any Revenue Officer not below the rank of an Aval Karkun.

(2) The applications may be made in writing in the application form hereto annexed ; or if orally made, shall be reduced to writing by the officer in that form. Blank copies will be supplied free to intending applicants.

(3) When the security offered is land, extracts from the Record of Rights relating thereto must be attached to the application.

(4) Provided that when there is a joint application by a number of inhabitants of one village for an advance to be taken jointly and severally under a *joint* bond or severally upon a *common* bond, there need be no separate application from each applicant, but the necessary particulars will be compiled in the schedules to Bond Forms Nos. 2 and 3.

6. Loans may be granted by the authorities and to the extent specified in the following table :—

Authority.	A. L. Act.
	Rs.
Collector	2,500
Prant Officer	1,000
Mamlatdars (specially selected by Collectors)	500
Mamlatdars or Mahalkaris	200

N.B.—Higher loans (i.e., exceeding Rs. 2,500) to be referred to Government.

7. (1) The officer entertaining the application shall either make an enquiry himself, or cause one to be made by a Revenue Officer not below the rank of an Aval Karkun, for the purpose of ascertaining the particulars in the application form.

(2) A Mamlatdar may, by general or special order, direct his Aval Karkun to enquire, or send any application to him for enquiry. If any application is made to an Aval Karkun, he may, if the Mamlatdar has authorised him by general or special order, complete the enquiry and forward the application with his recommendation to the Mamlatdar for disposal.

8. (1) The objections, if any, submitted to the officer who received the application, or to the enquirer, shall be disposed of by such officer at the time when he makes the local enquiry if he makes it himself, and, if not, upon receipt of the report of the officer who made it. He shall then record the particulars of the objections and of his orders thereon in the appropriate space in the application form.

(2) If the officer who receives the application is empowered by rule 6, he may himself grant or refuse the loan. Otherwise he shall forward the application, with his report and recommendation thereon, through the usual channel, to the Mamlatdar, Assistant or Deputy Collector in charge of the taluka or Collector, as the case may be.

9. No loan may be granted unless the grantor shall be satisfied of the sufficiency of the security with a margin for safety.

10. (1) Moveable property shall rarely be accepted as security. Personal security may be accepted, even that of one person, provided that his solvency is certain.

(2) If the sureties are more than one they should preferably be required to bind themselves jointly and severally.

(3) Except in times of scarcity or famine, loans shall not be given to persons who are in arrears for Government dues of any kind, unless the grantor is quite satisfied of the amplitude of the security.

(4) When the amount of a loan is large, the security of immovable property should almost invariably be taken.

11. Interest shall ordinarily be charged on all loans at 8⅓ per cent., i.e. 16 pies in the rupee per annum, but Government on the recommendation of Collector, in any case may sanction a reduced rate, or no interest.

12. The order granting a loan shall be endorsed on the application, if separate, and also be made out in any of the Forms 1 to 3 hereto annexed suitable to the case, and shall, at the time of or before the issue of the loan or the first instalment of it, be signed by the applicant and other persons concerned in token that he and they understand and agree to the conditions contained therein.

13. The following are prescribed as the maximum periods over which repayments may be permitted to extend :—

—	By Grantor	By specially empowered Mamlatdar or by Assistant or Deputy Collector in charge of a taluka.
	Years.	Years.
Seed and manure and hire of cattle	1	2
Khavti, weeds, fodder, trial-pits, leather-mots, clearing silt and similar purposes	2	4.
For cattle or for house-building or for implements of a durable type	4	8

14. An instalment should be suspended whenever from causes beyond the borrower's control his crops fail to such an extent as to render the payment unduly burdensome to him. Whenever suspensions of land revenue are granted, general suspensions of loans should be granted at the same time and to the same extent so that when only one-half of the land revenue is suspended, only one-half of the current instalment should be suspended. Unless the season is bad enough to justify general suspensions of land revenue, *general* suspensions of loans will not be justifiable. In case of general suspensions of loans it will be in the Collector's discretion, with the sanction of Government, to except any class of persons from the operation of the order.

15. Where an advance has been granted on condition that if any land mortgaged as security for the advance is transferred the whole amount outstanding may be recovered immediately this condition shall not be enforced if the transferee at the discretion of the grantor either pays the amount outstanding or executes a fresh bond mortgaging the land as security, for repayment of the amount outstanding.

16. The grantor, if at any time satisfied that the borrower has failed to comply with any of the conditions—

(*a*) shall, if the failure appears to be due to the misapplication of the loan and

(*b*) may, if the failure is due to any other cause, after recording in writing the grounds of his decision, proceed to recover under the provisions of section 5 any sum still payable by such person :

Provided that when any instalment due by the borrower is not paid within one month of the date fixed for its payment, the grantor may at his option,

instead of recovering the whole of the amount for the time being outstanding against the borrower, recover under the provisions of the said section the unpaid instalment only together with interest on the said instalment at the rate equal to the rate of interest fixed in the order granting the loan *plus* two per cent. from the date of the default in payment of the said instalment until the whole of the amount of the said instalment together with interest thereon shall have been paid.

17. (1) When any loan or portion of a loan is found to be irrecoverable, it may be written off by the Collector—

(*a*) if the amount is Rs. 200 or less, of his own authority ;

(*b*) if the amount exceeds Rs. 200, with the previous sanction of Government.

(2) The Collector shall report to Government in the half-yearly returns all sums written off, giving reasons for each sum ordered to be written off by him under clause (*a*) of sub-rule (1).

18. The accounts for all loans shall be kept in such form as Government may, from time to time, prescribe.

FORM OF APPLICATION.

I.—Applicant's name and residence.

II.—Amount and object of loan.

III.—Nature of security, whether personal or otherwise.

Date Applicant's signature.

Notes.—(1) This application may be made to any Revenue officer not lower in rank than an Aval Karkun free of Court-fee stamp.

(2) Interest at 8¼ per cent., i.e., 16 pies in the rupee per annum, will be charged on the loan and instalments will be distributed over a number of years not exceeding 20.

INQUIRY FORM.

Particulars to be filled in by inquirer after verifying the details in the application.

[At whatever stage of the inquiry it appears that the loan cannot be granted, the inquirer should stop and endure the reason and cease filling up any more of the particulars.]

IV.—Status of the applicant as in column 10 of Village Form No. VI ; if he has no right to make the improvement, does the superior holder consent to the loan ?

V.—Is he a Government servant or a member of a Co-operative Society ? Or tenant of an Inamdar or Khot, or a Watandar in respect of the land offered ?

VI.—Security offered—

(1) If the land itself, the value of the applicant's interest in it ;

(2) If personal, the names and status of the surety or sureties and the value of the immovable property ;

(3) If property other than the land itself, its nature, Survey No., area, assessment (and judi), and value and extent of pre-existing encumbrances.

VII.—Outstanding balance, if any, e.g., land revenue, tagai, irrigation, *vide* Village Form No. VIII-B, Tagai Form No. IV, and Irrigation Accounts.

VIII.—Whether the loan should be advanced in one lump sum or in instalments.

IX.—Period within which the work is to be completed or object carried out.

X.—Repayments :—

(1) Amount of instalment (consolidating principal and interest).

(2) Period of repayment.

(3) Signatures in token of correctness of, and consent to, the above particulars :—

(1) applicant,

(2) personal surety,

(3) person pledging collateral security,

(4) attesting officer.

XI.—List of papers to be annexed :—

(1) Extracts from Record of Rights, and Village Forms Nos. VI and VII.

(2) Deeds, if any, presented.

(3) Panchnamas or officer's own figured estimates as to value of collateral security.

XII.—Opinion and recommendation in the inquirer's own hand :—

Note—The inquirer should, among other remarks, particularly make a note as to the Applicants character for thrift and regularity in fulfilling his obligations (*see* VII above).

Submitted for sanction to Mamlatdar or other inquirer.

XIII.—Sanctioned for Rs. (in words)

Date Grantor.

Filed.

Date Mamlatdar or Mahálkari.

BOND FORM No. 1.

Order granting a loan under the Agriculturists' Loans Act, 1884.

WHEREAS A B of (hereinafter called the Borrower) has applied for a loan under the Agriculturists' Loans Act, 1884;

a—*a* To be cancelled where there is none.

*a*2. (And whereas the Borrower has previously been granted $\frac{\text{a loan}}{\text{loans}}$ under the said Act and the amount now outstanding against the Borrower on account of the said previous loan(s) is as detailed in the margin and the Borrower has agreed to repay the said previous and present loans with interest in fixed instalments).*a*

Details of previous loan(s) outstanding.

Date of Loan.	Amount of Loan.	Principal.	Rate of interest.	Interest.	Total.	Remarks.

Total outstanding.

b Here describe in detail the object of the loan.

3. This order witnesses that a loan of rupees (Rs.) is hereby granted to the Borrower at simple interest of $8\frac{1}{3}$ per cent., i.e., 16 pies in the rupee per annum for the purpose of *b*

c—*c* To be cancelled where there is none.

Details of instalments.

Serial No.	Date.	Amount.	Remarks.

4. Repayable with interest and costs of granting the present loan(s) [*c*]together with the principal, interest and costs outstanding on the said previous loan(s) [*c*] in fixed instalments of the amounts and on the dates mentioned in the margin, such instalments to be credited to interest and principal in such proportion and amounts as shall from time to time be fixed by the Revenue authorities subject to the control of Government until the whole of the dues outstanding shall have been repaid (Provided that any further interest simple or compound which may be chargeable for delay in payment in accordance with the rules under the said Act shall be recoverable in addition to the said fixed instalments).

5. This Loan is granted subject to the provisions of the said Act and the Rules for the time being in force thereunder and to the following conditions, namely :—

(1) This loan shall be applied solely to the purpose for which it is granted.

(2) The work / object for the purpose of which this loan is granted shall be completed / carried out before the day of or the subsequent date to which an extension of time may be granted by the grantor.

(3) Neither the Borrower nor his heirs executors, administrators or assigns shall transfer by way of mortgage, sale, gift, partition or otherwise any land mortgaged as security for this loan.

(4) The statement of the encumbrances / that there are no encumbrances now existing on the land mortgaged by the Borrower as security for this loan (which statement is appended to the mortgaged deed endorsed hereon) is true and complete.

(5) Any instalment of this (and previous) loan(s) shall be payable on such earlier date than the date hereinbefore fixed in that behalf as may be fixed in any year by the Sub-divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decision shall be final).

(6) Any instalment of this (and previous) loan(s) may be increased to such amount not exceeding double the amount hereinbefore fixed as may be determined in any year by the Sub-divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decision shall be final).

6. The amount of this loan shall be paid to the Borrower on production of a certified copy of this order at the Treasury at in the following instalments :—

Date.	Amount.

7. In default of the due observance by the Borrower of any of the foregoing conditions or if any instalment is not paid within one month of the date fixed for its payment, the whole of the amounts for the time being outstanding against the Borrower may be recovered immediately notwithstanding that the period fixed for repayment has not elapsed.

Dated this day of

.....

(Signature of Grantor or of Mamlatdar, if the Assistant or Deputy Collector is the Grantor).

7-A. When any instalment due by the borrower is not paid within one month of the date fixed for its payment the grantor, instead of proceeding under condition 7, may recover the unpaid instalment, together with interest at the rate equal to the rate of interest fixed in the order granting the loan *plus* two per cent. from the date of default in payment of the said instalment until the said instalment together with interest thereon shall have been paid.

* * * * * *

Agreement by endorsement, to be executed by the Borrower.

8. I agree to all the conditions in the above-written order.

.....

Thumb print of Borrower. (Signature of Borrower.)

.....

.....

(Signatures of witnesses.)

* * * *

Suretyship Bond by endorsement.

9. We, E F and G H of are sureties for the said A B and do hereby agree that if the said A B shall make default in payment of the loan now advanced to him / his total tagai outstandings or any portion thereof at any time when the same shall become payable, then the amount of the default shall be recoverable from us jointly and severally.

Dated this day of

.....

Thumb prints. .....

(Signatures of Sureties.)

.....

.....

Thumb prints. (Signatures of witnesses.)

Mortgage by endorsement of land offered as security.

Mortgagor is borrower

Village.	Survey No.	Area.	Remarks.

10. I, the abovementioned A, B, hereby agree to repay to the Government of Bombay the loan now advanced to me / my total tagai outstandings and in consideration of the same and as security for the due repayment thereof, I hereby mortgage to the Government of Bombay the lands specified in the margin (*a*)(to which I am absolutely entitled free from encumbrances.)(*a*).

(*a*)—(*a*) Where the Borrower or Mortgagor is not the absolute owner or the property has been previously encumbered, the nature of his interest or the details of such encumbrances should be entered in lieu of the words in brackets.

11. And in the event of my making default in payment of any portion of the said monies on any of the dates fixed in or under the above written Order for payment, I hereby agree that the Government of Bombay shall be at liberty to cause the said lands to be sold and the proceeds to be applied in payment of the whole amount outstanding at the time of sale.

12. And I further agree that it shall be lawful for the Government of Bombay to cause the said lands to be sold without the intervention of the Court under section 69 of the Transfer of Property Act, 1882, in either of the following cases, namely :—

(*a*) Where the said monies or any part thereof have become due and notice in writing requiring payment thereof has been served upon me and I have made default in payment for three months after such service, or

(*b*) Where some interest on the loan(s) referred to in the said Order amounting to at least five hundred rupees (Rs. 500) is in arrears and unpaid for three months after becoming due.

Dated this day of

.....

Thumb print. (Signature of borrower.)

.....

.....

(Signatures of two witnesses.)

* * * * * *

Mortgage by endorsement of land offered as security.

Mortgagor is some person other than Borrower.

Village.	Survey No.	Area.	Remarks.

13. In consideration of the monies advanced to the abovementioned A B and referred to in the above written order, and as security for the due repayment of the same, I hereby Mortgage to the Government of Bombay the lands specified in the margin (*a*)(to which I am absolutely entitled free from encumbrances).(*a*)

(*a*)—(*a*) Where the Mortgagor is not the absolute owner or the property has been previously encumbered, the nature of his interest or the details of such encumbrances should be entered in lieu of the words in brackets.

14. And in the event of the said A B making default in payment of any portion of the said monies on any of the dates fixed in or under the said Order for payment, I hereby agree to pay to the Government of Bombay the amount of the default, and I also agree that in the event of my making default in any such payment the Government of Bombay shall be at liberty to cause the said lands to be sold and the proceeds to be applied in payment of the amount of the said default.

15. And I further agree that it shall be lawful for the Government of Bombay to cause the said lands to be sold without the intervention of the Court under section 69 of the Transfer of Property Act, 1882, in either of the following cases, namely :—

(*a*) Where the said monies or any part thereof have become due and notice in writing requiring payment thereof has been served upon me and I have made default in payment for three months after such service, or

(*b*) Where some interest on the loan(s) referred to in the said Order amounting to at least five hundred rupees (Rs. 500) is in arrears and unpaid for three months after becoming due.

Dated this day of

.....

(Signature of mortgagor.)

Thumb print.

.....

.....

(Sinatures of two witnesses.)

BOND FORM No. 2.

Order granting a joint loan under the Agriculturists' Loans Act, 1884.

WHEREAS the persons mentioned in column 2 of the Schedule A hereto as Borrowers (hereinafter called the Borrowers) being residents of in the taluka of and district of have applied for a loan under the Agriculturists' Loans Act, 1884.

(*a*)—(*a*) Cancel where there are none.

(*a*)2. [And whereas the Borrowers (or some, or one, of the Borrowers) has/have previously been granted a loan/loans under the said Act and the amount now outstanding on account of the said loan(s) is as detailed in column 3 of Schedule A.](*a*).

3. And the Borrowers have agreed to be jointly and severally liable for the payment of the said previous and present loans / the loan now granted to them with interest in fixed instalments.

4. This order witnesses that a loan of the total amount of rupees (Rs.) is hereby granted to the Borrowers at simple interest of 8⅓ per cent, i.e., 16 pies in the rupee per annum FOR THE PURPOSES respectively specified in column 6 of Schedule A.

(*b*)—(*b*) To be cancelled where there is no previous loan outstanding.

Details of Instalments of total amount to be paid jointly and severally by the Borrower.

Serial No.	Date.	Amount.	Remarks.

5. REPAYABLE with interest and the cost of granting the present loan (*b*)[together with the principal, interest and costs outstanding on the said previous loan(s)](*b*) in fixed instalments of the aggregate amounts and on the dates specified in the margin, such instalments to be credited to interest and principal in such proportion and amount as shall from time to time be fixed by the Revenue authorities subject to the control of Government until the whole of the dues outstanding shall have been repaid (Provided that any further interest simple or compound which may be chargeable for delay in payment in accordance with the rules under the said Act shall be recoverable in addition to the said fixed instalments).

6. THIS LOAN shall be paid to the Borrowers on production of a certified copy of this Order at the Treasury at in the amounts specified in respect of each Borrower and on the dates and in the instalments mentioned in column 8 of Schedule A.

7. THIS LOAN is granted subject to the provisions of the said Act and the Rules for the time being in force thereunder and to the following CONDITIONS, namely :—

(1) As to the repayment of the aggregate principal amount of the loan now granted, each of the Borrowers is as among the Borrowers themselves liable for and bound to contribute the amount specified in column 4 of Schedule A ;

(2) As to the payment of the aggregate instalments hereinbefore mentioned, which are inclusive of principal, interest and costs of the loan now granted (and previous loans outstanding) each of the Borrowers is as among the Borrowers themselves liable for and bound to contribute (subject to condition 7) the amount specified in column 5 to Schedule A in respect of each Borrower and such amounts shall (subject to condition 6) be payable on the dates hereinbefore mentioned for the payment of each aggregate instalment ;

(3) All the Borrowers are nevertheless jointly and severally liable for and bound to repay to Government the total amount of the loan now granted with interest and costs (together with the total amount outstanding on the previous loans hereinbefore referred to with interest and costs) and the total amount so payable shall (subject to conditions 6 and 7) be payable in the aggregate in the instalments and on the dates hereinbefore specified ;

(4) This loan shall be applied solely to the purposes for which it is granted ;

(5) The $\frac{\text{works}}{\text{object}}$ for the purpose of which this loan is granted shall be $\frac{\text{completed}}{\text{carried out}}$ before the day of or the subsequent date to which an extension of time may be granted by the grantor ;

(6) Any instalment of this (and previous) loan(s) shall be payable on such earlier date than the date herein fixed in that behalf as may be fixed in any year by the Sub-divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decisions shall be final) ;

(7) Any instalment of this [and previous] loan(s) may be increased to such amount not exceeding double the amount hereinbefore fixed as may be determined in any year by the Sub-divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decision shall be final).

8. In default of the due observance by any of the Borrowers of any of the foregoing conditions, or if any instalment is not fully paid within one month of the date fixed for its payment, the whole of the amounts outstanding against the Borrowers may be recovered immediately from the Borrowers jointly and severally, notwithstanding that the period fixed for repayment has not elapsed.

8-A. When any instalment due by the Borrower is not paid within one month of the date fixed for its payment, the grantor, instead of proceeding under condition 8, may recover the unpaid instalment together with interest at the rate equal to the rate of interest fixed in the order granting the loan plus two per cent. from the date of default in payment of the said instalment until the said instalment together with interest thereon shall have been paid.

9. We the persons who have signed our names or whose thumb impressions have been recorded in column 9 of the under written Schedule A hereby agree to all the terms and conditions of the above written Order and to the particulars specified in the under written Schedule A and accept the same as correct and our signatures or thumb impressions hereunder made witness this our agreement and acceptance.

10. And we further agree that when any disbursement has been made to any of us, the signature or thumb impression of the recipient if made or recorded in Schedule B hereunder written shall be evidence of his having duly received such disbursement to the amount therein specified.

Schedule A.

1	2	3					4	5		6
		Detail balances of previous loans still unrecovered.						Consolidated Instalments (including principal, interest and costs of previous and present loans) for which the Borrowers are respectively liable as between themselves.		
		a	b	c	d	e				
Serial number.	Name and Account No. of Borrowers.	Date.	Amount	Rate of Interest.	Principal		Portions of present loan for repayment of which the Borrowers are respectively liable as between themselves.	No.	Amount of each.	Purpose for which present loan is granted.

7			8						9	10
Details of land in occupation of Borrower.			Instalments in which the loan is to be disbursed.							
			1st		2nd		3rd		Signatures or thumb impression of Borrowers.	Remarks.
Survey No.	Area.	Assessment.	Amount.	Date.	Amount.	Date.	Amount.	Date.		

Schedule B.

Serial Number.	Name of person to whom the disbursement is made.	Date of first disbursement.	Amount.	Signature or thumb impression of person receiving disbursement.	Signature of disbursing officer.	Date of second disbursement.
1	2	3	4	5	6	7

Amount.	Signature or thumb impression of persons receiving disbursement.	Signature of disbursing officer.	Date of third disbursement.	Amount.	Signature or thumb impression of person receiving disbursement.	Signature of disbursing officer.
8	9	10	11	12	13	14

Dated this day of

(Signature of Grantor or of Mamlatdar, if the Assistant or Deputy Collector is the Grantor.)

BOND FORM NO. 3.

Order granting loans under the Agriculturists' Loans Act, 1884, to a number of borrowers in severalty.

WHEREAS each of the persons mentioned in column 2 of Schedule A hereto as Borrowers (hereinafter called the Borrowers), being residents of in the taluka of and district of has applied for a loan under the Agriculturists' Loans Act, 1884.

[a]—[a] To be cancelled where there are no previous loans outstanding.

2. [a][AND WHEREAS the Borrowers (or some, or one, of the Borrowers) $\frac{\text{has}}{\text{have}}$ been previously granted $\frac{\text{a loan}}{\text{loans}}$ under the said Act and the amount now outstanding on account of the said loan(s) is as detailed in column 3 of Schedule A AND each of the Borrowers to whom a loan has previously been granted has agreed to repay the said previous and present loans with interest in fixed instalments][a].

3. THIS ORDER WITNESSES that a loan is hereby granted to each of the Borrowers of the amount stated in column 4 of Schedule A opposite the name of each Borrower at simple interest of 8⅓ per cent., i.e. 16 pies in the rupee per annum FOR THE PURPOSES respectively specified in column 7 of the same Schedule.

[b—b] To be cancelled where there are no previous loans outstanding.

4. REPAYABLE in each case with interest and the costs of granting the present loan [b][together with the principal, interest and costs outstanding on the said previous loans][b] in fixed instalments of the amounts and on the dates specified in column 5 of Schedule A, such instalments to be credited to interest and principal in such proportion and amount as shall from time to time be fixed by the Revenue Authorities subject to the control of Government until the whole of the dues outstanding in each case shall have been repaid (Provided that any further interest, simple or compound, which may be chargeable for delay in payment, in accordance with the rules under the said Act shall be recoverable in addition to the said fixed instalments).

5. Each of these loans is granted subject to the provisions of the said Act and the Rules for the time being in force thereunder and to the following CONDITIONS, namely :—

(1) Each of these loans shall be applied solely to the purpose for which it is granted.

(2) The $\frac{\text{works}}{\text{objects}}$ for the purposes of which these loans are granted shall be $\frac{\text{completed}}{\text{carried out}}$ before the date specified in column 8 of Schedule A hereto in respect of each loan, or the subsequent date to which an extension of time may be granted by the Officer granting the loan.

(3) None of the Borrowers, their heirs, executors, administrators or assigns shall transfer by way of mortgage, sale, gift, partition or otherwise any land mortgaged as security for these loans.

(4) The $\frac{\text{details of the encumbrances}}{\text{statements that there are no encumbrances}}$ now existing on the lands mortgaged by the Borrowers as security for these loans (which statements are contained in column 10 of Schedule A) are true and complete.

(5) Any instalment of any of these (and previous) loans shall be payable on such earlier date than the date herein fixed in this behalf as may be fixed in any year by the Sub-divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decision shall be final).

(6) Any instalment of these (and previous) loans may be increased to such amount not exceeding double the amount herein fixed as may be determined in any year by the Sub-divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decisions shall be final).

6. In default of the due observance by any one of the Borrowers of any of the foregoing conditions, or if any instalment is not paid by any Borrower within one month of the date fixed for its payment, the whole of the amounts for the time being outstanding against such Borrower may be recovered immediately, notwithstanding that the period fixed for payment has not elapsed.

6-A. When any instalment due by the borrower is not paid within one month of the date fixed for its payment, the granter, instead of proceeding under condition 6, may recover the unpaid instalment together with interest at the rate equal to the rate of interest fixed in the order granting the loan *plus* two per cent. from the date of default in payment of the said instalment until the whole of the amount of the said instalment together with interest thereon shall have been paid.

7. These loans shall be paid to the Borrowers on production of a certified copy of this Order at the Treasury at on the dates and in the instalments specified in respect of each Borrower in column 18 of Schedule A.

* * * * *

8. EACH OF US the persons mentioned as Borrowers in column 2 of Schedule A hereunder written who signed our names or whose thumb impressions have been recorded in column 13 of the said Schedule hereby agrees to all the terms and conditions of this Order and to the particulars specified in the said Schedule A so far as the said terms, conditions and particulars apply in respect of the loan granted to him, and each of us accepts the same as correct and his signature or thumb impression made in the said column 13 witnesses this his agreement and acceptance.

9. AND each of us further agrees that when any disbursement has been made to him, his signature or thumb impression, if made or recorded in Schedule B hereunder written, shall be evidence of his having duly received such disbursement to the amount therein specified.

Suretyship agreement.

10. We the persons who have signed our names or made our thumb-impressions in column 14 of the underwritten Schedule A as sureties, opposite the names of the Borrowers entered in column 2 of the same hereby declare that we are, as to any one or any two or more of us whose names or thumb-impressions are entered opposite the name of any Borrower, sureties for such Borrower and every one and every two or more of us so entered does and do hereby agree that if the said Borrower shall make default in payment of $\frac{\text{the loan now advanced to him}}{\text{his total tagai outstanding}}$ at any time when the same shall become payable, then the said monies shall be recoverable from us jointly and severally AND we hereby declare that our signatures or thumb-impressions made in column 14 of the said Schedule are evidence of this our agreement.

Mortgage agreement (as to mortgages by Borrowers).

11. EACH OF US BORROWERS who has signed his name or whose thumb-impression has been recorded in column 11 of the underwritten Schedule A does hereby agree to repay to the Government of Bombay $\frac{\text{the loan now advanced to him}}{\text{his total tagai outstandings}}$ and in consideration of the same and as security for the due repayment thereof each such Borrower hereby mortgages to the Government of Bombay the land specified opposite his name in column 9 of the said Schedule A in which lands he has the interest specified in column 10 of the said Schedule.

12. AND in the event of his making default in payment of any portion of the said monies on any of the dates fixed in or under the abovewritten Order for payment each such Borrower hereby agrees that the Government of Bombay shall be at liberty to cause the said lands to be sold and the proceeds to be applied in payment of the whole amount outstanding against him at the time of sale ; AND he the Borrower and each such Borrower further agrees that it shall be lawful for the Government of Bombay to cause the said lands to be sold without the intervention of the Court under section 69 of the Transfer of Property Act, 1882, in either of the following cases, namely :—

(*a*) Where the said monies or any part thereof have become due and notice in writing requiring payment thereof has been served on the Borrower and he has made default in payment for three months after such service, or

(*b*) Where some interest on the loan(s) granted to the Borrower amounting to at least five hundred rupees (Rs. 500) is in arrears and unpaid for three months after becoming due.

13. AND each such Borrower hereby lastly agrees and declares that his signature or thumb-impression made in column 11 of the said Schedule A hereunder written is evidence of this his agreement.

Mortgage agreement (as to mortgages by persons other than Borrower).

14. EACH OF US being the persons who have signed our names or whose thumb-impressions have been recorded in column 16 of the underwritten Schedule A as Mortgagors hereby agrees as follows, namely :—

In consideration of the monies advanced to each Borrower (opposite whose name each Mortgagor has made his signature or thumb-impression and hereinafter referred to in this agreement as the Borrower) and as security for the due repayment of the same, each such Mortgagor hereby mortgages to the Government of Bombay the lands specified opposite his name in column 15 of the said Schedule A ;

AND in the event of the Borrower making default in payment of any portion the said monies on any of the dates fixed in or under the said Order for

payment each such Mortgagor hereby agrees to pay to the Government of Bombay the amount of default; AND each such Mortgagor also agrees that in the event of his making default in any such payment the Government of Bombay shall be at liberty to cause the said lands to be sold and the proceeds to be applied in payment of the amount of the said default; AND each such Mortgagor further agrees that it shall be lawful for the Government of Bombay to cause the said lands to be sold without the intervention of the Court under section 69 of the Transfer of Property Act, 1882, in either of the following cases, namely :—

(*a*) Where the said monies or any part thereof have become due and notice in writing requiring payment thereof has been served on the Mortgagor and he has made default in payment for three months after such service, or

(*b*) Where some interest on the loan(s) granted to the Borrower amounting to at least five hundred rupees (Rs. 500) is in arrears and unpaid for three months after becoming due;

AND each such Mortagor lastly agrees and declares that his signature or thumb-impression made in column 16 of the said Schedule A hereunder written is evident of this his agreement.

* * * * *

Declaration by attesting witnesses.

15. WE the persons who have signed our names or whose thumb-impressions have been recorded in column 12 and column 17 of Schedule A hereunder written as attesting witnesses hereby declare that we have and each of us declares that he has thereby attested the mortgage of the land described in column 9 or column 15 of the said Schedule by the persons mentioned in column 2 or column 16 of the said Schedule, as the case may be.

Schedule A referred to above.

1	2	3						4
		Details of previous loans						
		a	*b*	*c*	*d*	*e*	*f*	
Serial Number.	Name and account number of borrower.	Date.	Amount.	Principal outstanding.	Rate of interest.	Interest outstanding.	Total outstanding.	Amount of Principal present loans.

5						6		
Consolidated instalments (including principal, interest and costs of previous and present loans) in which repayment is to be made with dates of payment.						Details of land in occupation of Borrowers.		
1st		2nd		3rd				
Amount.	Date.	Amount.	Date.	Amount	Date.	Survey number.	Area.	Assessment.

7	8	9				10
		Land mortgaged by Borrower (all in the village of and taluka of and district of unless otherwise stated).				
Purpose for which the loan is granted.	Date for completion of work or object of loan.	Survey number.	Area.	Assessment.	Remarks.	Statement of encumbrances (or that there are no encumbrances) and extent of interest of Borrower as to land in column 9.

(*Continued*)

Schedule A referred to above—contd.

11	12	13	14	15			
				Land mortgaged by persons other than the Borrower.			
Signature or thumb-impression of Borrower in token of correctness of entries in Columns 9 and 10 and in evidence of the mortgage.	Signatures or thumb-impressions of attesting witnesses.	Signature or thumb-impression of Borrower in token of assent to conditions of the Order.	Signature or thumb-impressions of sureties.	Survey number.	Area.	Assessment.	Remarks.

16	17	18					
		Instalments in which the loans are to be disbursed to the Borrowers.					
		1st		2nd		3rd	
Name, etc., and signature or thumb-impressions of Mortgagors of land entered in Column 15.	Signatures or thumb-impressions of attesting witnesses.	Amount.	Date.	Amount.	Date.	Amount.	Date.

Schedule B referred to above.

Particulars of disbursements.

Serial number.	Name of person to whom the disbursement is made.	Date of first disbursement.	Amount.	Signature or thumb impression of person receiving disbursement.	Signature of disbursing officer.	Date of second disbursement.
1	2	3	4	5	6	7

Particulars of disbursements.

Amount.	Signature or thumb impression of person receiving disbursement.	Signature of disbursing officer.	Date of third disbursement.	Amount.	Signature or thumb impression of person receiving disbursement.	Signature of disbursing officer.
8	9	10	11	12	13	14

Dated this day of

(Signature of Grantor or of Mamlatdar, if the Assistant or Deputy Collector is the Grantor).

S. 4 Co-operative Societies' Agricultural Loans Rules, 1922.

G. N., R. D., No. A-57, dated 4th July 1922 (B. G., Pt. I, p. 1420).

In exercise of the powers conferred by section 4 of the Agriculturists' Loans Act, 1884 (XII of 1884), the Government of Bombay is pleased to make the following rules regulating the grant of loans to members of co-operative societies with unlimited liability registered under Act II of 1912, namely :—

1. *Short title and extent.*—(1) These rules may be called the Co-operative Societies' Agricultural Loans Rules, 1922.

(2) They shall apply to loans granted to members of Agricultural Co-operative Societies with unlimited liability only.

2. *Definitions.*—In these rules—

(*a*) "the Act" means the Agriculturists' Loans Act, 1884 ;

(*b*) "Taluka Officer" means the Mamlatdar of the taluka or any officer subordinate to him duly empowered by the Collector to grant takavi loans under the Act ;

(*c*) "Registrar" means the Registrar of Co-operative Societies, Bombay State, or any officer to whom he may delegate all or any of his powers and duties.

3. *Consent of Managing Committee.*—No member of an agricultural co-operative society with unlimited liability shall be granted a loan under the Act unless the consent of the Managing Committee of the Society of which he is a member has been obtained in writing.

4. *Application for loan.*—When the consent of the Society has been obtained as aforesaid the member may, at his option—

(*a*) apply to the Taluka Officer in the usual form attaching to the application, the written consent required by Rule 3. Such written consent shall specify the maximum loan to which the Managing Committee has given its consent and the amount already borrowed from the society ; the applicant shall also offer independent security, the society undertaking no responsibility of any kind for the repayment of the loan ; such application shall be dealt with thereafter as an application under the ordinary rules ; or

(*b*) request his society to obtain the loan on his behalf and to stand as surety for him.

5. *Society to submit a consolidated application for loans.*—The society shall, from time to time, prepare a list of members wishing to obtain loans under rule 4 (*b*) for whom it is willing to stand as surety, and shall submit such list to the Taluka Officer for disposal through the authorised Government Auditor of the society, provided that—

(1) the Society shall not stand as surety for any member for any amount exceeding Rs. 200.

(2) the Society shall not stand as surety for any loan repayable in instalments extending over more than two years ;

(3) the total amount of loan to be granted shall not exceed Rs. 2,500 per every 50 members ;

(4) the Society may charge the borrower such commission for its services, over and above the usual interest payable to Government on the loan, as may be determined at a general meeting of the society and approved by the Registrar ;

(5) the Society shall submit its consolidated application in the attached form ;

(6) loans may be advanced either on mortgage or personal security. In the latter case, the Managing Committee of the Society shall insist on the borrower producing one surety in addition to the society.

(7) the Society shall not undertake any duties or liabilities in connection with loans under the Act to non-members.

(8) the Society shall have been placed in the A or B class at the last preceding audit.

Note.—On the written request of any Society the restrictions imposed in clauses (1) and (3) of this rule may be relaxed by the Collector with the previous consent of the Registrar.

6. *Sanction of loan.*—The Taluka Officer on receipt of such application from a society shall, if it is certified by the authorised Government Auditor of the society to be in order and correct to the best of his knowledge, and if it complies with the conditions prescribed in rule 5, sanction the loan forthwith, provided that the takavi allotment at his disposal is sufficient.

7. *Execution of bonds.*—When the loan has been sanctioned, the whole amount shall be paid to a duly authorised representative of the society, who shall also be supplied with forms of bonds. The Society will be responsible for the execution of bonds, the distribution of the money among the applicants and the return of the bonds duly executed within 10 days to the Taluka Office. A copy of the resolution of the Managing Committee authorizing a member of the Society by name to sign the bond on behalf of the society as surety shall be attached by the society to every bond so signed by its representative.

8. *Recovery of loans.*—The Mamlatdar shall send each year to the society a list showing the names of members from whom recoveries are to be made under the Act in that year, the amounts of the instalments due (principal and interest separately) and due dates for repayment. The Society shall be responsible for collecting these instalments and remitting them to the Treasury within one month after the due date. In cases where the Society reports that it has been unable to recover the whole or part of an instalment, the Mamlatdar shall forthwith recover the amount from the borrower under the provisions of section 5 of the Act. In the event of a deficit remaining thereafter the Mamlatdar shall report the facts of the case through the Sub-Divisional Officer to the Registrar, who shall take such further steps under section 44 of Act II of 1912, to require the Society to make good the deficit, as may

seem to him necessary, unless the Sub-Divisional Officer agrees that a case has been made out for suspending or remitting the demand.

9. *Loans in normal years.*—Loans shall ordinarily be granted to members of Co-operative Societies with unlimited liability in years of scarcity only and in normal years shall be granted only with the prior consent of the Assistant Registrar.

10. *Ordinary rules applicable.*—Save as provided in these rules, rules under section 4 of the Act sall *mutatis mutandis*, apply to loans under these rules.

FORM OF APPLICATION FOR TAKAVI.

(Under the Agriculturists' Loans Act, 1884.)

1. Name of Society Unlimited.

2. Village.

3. Taluka.

4. Number of members—
   (*a*) agriculturists.
   (*b*) others

5. Date of last audit—
   Audit classification.

6. Working capital of Society—
   (*a*) deposits by members
   (*b*) deposits and loans by non-members
   (*c*) loans from Central Banks
   (*d*) share capital
   (*e*) reserve fund
   (*f*) other capital

7. Certified that the total takavi loan required by members of the Society is Rs. as shown in the attached schedule, and that the Society considers the valuations of the security in column 12 of the schedule be correct, and is willing to stand as surety for the abovementioned members and to abide by the rules under which these loans are made.

Date

Secretary, Chairman,

Committee Member,

Committee Member.

SCHEDULE I.

List of applicants for takavi under the Agriculturists' Loans Act, 1884.

Serial No.	Name of member.	Amount required.	Object of loan.	Amount and date of repayment of Instalments.	Personal.	Security offered.						
						Mortgage.						
						Sur. No.	Area.	Tenure.	Incumbrances.	Assessment.	Net valuation after deducting column 10.	Signature of applicant in verification of these details.
1	2	3	4	5	6	7	8	9	10	11	12	13

Certified that the above entries in columns 7 to 11 are correct.

Talati.